FOR UTILITY/DESIGN CIP/PCT NATIONAL/PLANT ORIGINAL/SUBSTITUTE/SUPPLEMENTA DECLARATIONS

RULE 63 (37 C.F.R. 1.63) DECLARATION AND POWER OF ATTORN FOR PATENT APPLICATION IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

CUSHMAN FORM

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the INVENTION ENTITLED LIGHT DEFLECTING ELECTRIC WITH OSCILLATION PREVENTING MEANS the specification of which (CHECK applicable BOX(ES)) -> [X] is attached hereto. [] was filed on as U.S. Application No. 0__/_ BOX(ES) -> [] was filed as PCT International Application No. PCT/ and (if applicable to U.S. or PCT application) was amended on ->-> I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C.119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate filed by me or my assignee disclosing the subject matter claimed in this application and having a filing date (1) before that of the application on which priority is claimed, or (2) if no priority claimed, before the filing date of this application: PRIOR FOREIGN APPLICATION(S) Date first Laid-Date Patented Priority Claimed Day/MONTH/Year Filed open or Published Number Country or Granted Yes No 11-373838 Japan 28/DECEMBER/1999 Х I hereby claim domestic priority benefit under 35 U.S.C.120/365 of the indicated United States applications listed below and PCT international applications listed above or below and, if this is a continuation-in-part (CIP) application, insofar as the subject matter disclosed and claimed in this application is in addition to that disclosed in such prior applications, I acknowledge the duty to disclose all information known to me to be material to patentability as defined in 37 C.F.R. 1.56 which became available between the filing date of each such prior application and the national or PCT international filing date of this application: PRIOR U.S. PROVISIONAL, NONPROVISIONAL AND/OR PCT APPLICATION(S) Priority Claimed Status Application No. (series code/serial no.) Day/MONTH/Year Filed pending, abandoned, patented Yes W. h., 3 in thereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And I hereby appoint Cushman Darby & Cushman, L.L.P.,1100 New York Avenue, N.W., Ninth Floor, East Tower, Washington, D.C. 20005-3918 telephone rnumber (202) 861-3000(to whom all communications are to be directed), and the below-named persons (of the same address) individually and collectively my attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith and with the resulting patent, and I hereby authorize them to delete names/numbers below of persons no longer with their firm and to act and rely on instructions from and communicate directly with the person/assignee/attorney/firm/organization who/which first sends/sent this case to them and by whom/which I hereby declare that I have consented after full disclosure to be represented unless/until I instruct Cushman Darby & Cushman in writing to the contrary. 32995 Paul N. Kokulis 16773 David W. Brinkman 20817 Chris Comuntzis 31097 David A. Jakopin 27644 Mark G. Paulson 30793 18221 Lawrence Harbin Raymond F. Lippitt 17519 George M. Sirilla 34776 Paul E. White, Jr. 32011 James D. Berquist 25323 G. Lloyd Knight 17698 Donald J. Bird Timothy J. Klima 34852 Carl G. Love 18781 W. Warren Taltavull 25647 Michelle N. Lester 32331 25872 Jeffrey A. Simenauer 31993 John P. Moran 30906 Edgar H. Martin 20534 Peter W. Gowdey 29834 Dale S. Lazar 28872 Robert A. Molan William K. West. Jr. 22057 24238 20508 G. Paul Edgell Kevin E. Joyce Glenn J. Perry 28458 35861 Edward M. Prince 22429 Kendrew H. Colton 30368 Lynn E. Eccleston Ssuposki Shinohara 1. INVENTOR'S SIGNATURE: Date SHINOHARA Japan Inventor's Name (typed) _ Country of Citizenship Middle Initial Family Name Japan Residence (City) Yokohama (State/Foreign Country) Post Office Address (Include Zip Code) c/o Corporate Manufacturing Engineering Center, KABUSHTKT KATSHA TOSHIBA, 33 Shinisogo-cho, Isogo-ku, Yokohama, Kanagawa, Japan 2. INVENTOR'S SIGNATURE: Inventor's Name (typed) Country of Citizenship Middle Initial Family Name (State/Foreign Country) Residence (City) Post Office Address (Include Zip Code) 3. INVENTOR'S SIGNATURE: ___ Date Inventor's Name (typed) ___ Country of Citizenship Middle Initial Family Name Residence (City) (State/Foreign Country) Post Office Address (Include Zip Code) (FOR ADDITIONAL INVENTORS, check box [] and attach sheet (CDC-116.2) for same information for each re signature, name, date, citizenship, residence and address.)

Settlement Agreement and Mutual Release

This Settlement Agreement and Mutual Release (the "<u>Settlement Agreement</u>") is made as of May ____, 2016 by and between James A. Knauer as chapter 11 trustee (the "<u>Trustee</u>") for Eastern Livestock Co., LLC ("<u>Debtor"</u>) and Travis Dicke ("Dicke"). The Trustee and Dicke shall collectively be referred to herein as the "<u>Parties</u>."

Recitals

- A. Certain petitioning creditors commenced the above-captioned chapter 11 case (the "<u>Chapter 11 Case"</u>) against Debtor on December 6, 2010 by filing an involuntary petition for relief under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code"</u>) with the United States Bankruptcy Court for the Southern District of Indiana, New Albany Division (the "<u>Court</u>"). The Court entered the Order For Relief in An Involuntary Case and Order to Complete Filing [Dock. No. 110] on December 28, 2010.
- B. On December 27, 2010, the Court entered the Order Approving the Appointment of James A. Knauer as Chapter 11 Trustee [Dock. No. 102] approving the United States Trustee's Application for an Order Approving the Appointment of James A. Knauer as Chapter 11 Trustee [Dock. No. 98] pursuant to 11 U.S.C. § 1104.
- C. Based on his investigation, the Trustee concluded that Dicke owes the Debtor \$163,205.59 on account of the Debtor's prepetition delivery of cattle to Dicke and evidenced by Debtor's invoice numbers 316293, 296183 and 310950. Dicke disputes that he owes the amount reflected in the referenced invoices and has claimed certain defenses and offsets, including a defense that he paid someone else the amount owed for certain of the cattle pursuant to the direction of the Debtor's agent and that he did not order or keep certain of the cattle that were delivered to him nor did he otherwise benefit from them.
- D. The Trustee has filed an Adversary Proceeding against Dicke that is currently pending in the Court under Cause No. 12-59059 (the "AP Lawsuit").
- E. Both Parties, in an effort to avoid the significant cost and expense of litigating the dispute and claims set forth above desire to settle the dispute and claims upon the terms and conditions set forth below.

NOW THEREFORE, incorporating the foregoing Recitals and based upon the mutual promises contained in this Settlement Agreement and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Payment by Dicke</u>. Dicke agrees to pay the Trustee \$2,500 (the "<u>Settlement Amount</u>"), in certified funds within five (5) days of the occurrence of the Effective Date (as defined in Paragraph 2 below). The payment shall be made by delivery to the Trustee of a check made payable to "James A. Knauer as chapter 11 trustee of Eastern Livestock Co., LLC."
- 2. <u>Court Approval of Settlement; Effective Date.</u> This Settlement Agreement is subject to Court approval under Federal Rule of Bankruptcy Procedure 9019. Within three (3) business days following execution of this Settlement Agreement, the Trustee shall file with the Court a motion requesting the Court's approval of this Settlement Agreement (the "<u>Settlement Motion</u>"). The effectiveness of this Settlement Agreement is contingent upon the Court's entry of a final order approving the Settlement Motion (the "<u>Settlement Order</u>"). The date the Settlement Order becomes a final, non-appealable Order shall be referred to herein as the

"Effective Date". The Parties shall file such additional information as the Court may request in an effort to obtain Court approval of the Settlement Motion. The Parties shall, in good faith, use all reasonable efforts to obtain approval of the Settlement Motion.

- 3. <u>Mutual Release</u>. In exchange for the promises contained herein, and conditioned upon the occurrence of the Effective Date and Dicke's payment of the Settlement Amount, each of the Parties and their officers, directors, employees, shareholders, attorneys, insurers, agents and affiliates, predecessors, successors, past, present and future parents, subsidiaries, assigns and heirs hereto forever **RELEASE AND DISCHARGE** each other and each of the Parties' respective officers, directors, employees, shareholders, attorneys, insurers, agents and affiliates, predecessors, successors and assigns from any and all actions, suits, claims (whether in tort or contract), causes of action, administrative proceedings, damages (including actual, consequential and punitive damages), losses, costs, liabilities, expenses and penalties, whether known or unknown, discovered or discoverable, which have accrued as of the date of this Settlement Agreement (the "Released Claims").
- 4. <u>Stipulation of Dismissal</u>. Within five (5) business days following the Trustee's receipt of the Settlement Amount, the Trustee agrees to file with the Court a Stipulation of Dismissal in the AP Lawsuit, dismissing all claims against Dicke, with prejudice.
- 5. Qualification; Authority. Each individual executing this Settlement Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute and deliver this Settlement Agreement on behalf of such party and that no additional consents or signatures on behalf of such party are required in order for this Settlement Agreement to be binding and enforceable upon and against said party.
- 6. <u>Each of the Parties Bears Own Costs</u>. Each of the Parties agrees that it shall bear its own attorneys' fees and other costs incurred in connection with the negotiation and preparation of this Settlement Agreement and the procurement of the Settlement Order, including the preparation and filing of, and hearings for, all related motions.
- 7. <u>Successors and Assigns</u>. This Settlement Agreement shall inure to the benefit of the Parties and their respective heirs, affiliates, assigns and successors in interest.
- 8. <u>Governing Law</u>. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana except to the extent superseded by the Federal bankruptcy law applicable to the Chapter 11 Case.
- 9. <u>Merger of Prior Agreements</u>. This Settlement Agreement constitutes the entire agreement between the Parties, and any and all prior or contemporaneous agreements, whether oral or written, related thereto are merged into this Settlement Agreement and are of no further force or effect.
- 10. <u>Counterparts; Facsimile Delivery</u>. This Settlement Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties. Signatures may be delivered by facsimile and such signatures shall be binding upon the party delivering same as if they were originals.
- 11. <u>Agreement Nonseverable and Mutually Dependent</u>. All provisions of this Settlement Agreement are to be read in conjunction with each other. Each and every provision contained in this Settlement Agreement is nonseverable and mutually dependent on each and

every other provision contained herein. Provisions should be read together so as to harmonize the whole.

- 12. <u>No Admission of Fault or Liability</u>. This Settlement Agreement is a compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing on the part of either party.
- 13. <u>No Presumption Against Drafter</u>. This Settlement Agreement was jointly drafted and there shall be no presumption against or burden placed on one party for its role in the drafting of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates indicated below.

Travis Dicke,					
Andrew T. Kight					
TAFT STETTINIUS & HOLLISTER LLP					
Counsel for Travis Dicke					
One Indiana Square, Suite 3500					
Indianapolis, IN 46204					
Telephone: (317) 713-3500 Facsimile: (317) 713-3699					
racsimile. (317) 713-3099					
Date: 12 MAY 2016					
James A Knauer as Chapter 11 Trustee for the Debtor, Eastern Livestock., LLC					
Date:					

every other provision contained herein. Provisions should be read together so as to harmonize the whole.

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Date:

Travis 1	Dicke		
1			
Date:			

James A Knauer as Chapter 11 Trustee for the Debtor, Eastern Livestock., LLC